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#50133

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 19th day of May 2001, by and between Aurora Basics
Trading as HUSH BAR (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C,
hereinafter the "Protestant"), witnesses:

Whereas Applicant has filed an application (# 50133) with the District of Columbia Alcoholic Beverage
Control Board (hereinafter the "Board") for the ~~renewal of a~~ class "CR" License for the premises known as
HUSH BAR located at 1616 U St SE, NW Washington, D.C.,

Whereas Protestant has filed before the Board a protest opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle
their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement
whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include
this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the
renewal of the license and withdrawal of the Protest *provided* that such agreement is incorporated into the
Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate
Protestants' concerns,

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein,
the Parties hereby agree as follows:

I. Hours. The hours of operation shall be:

Monday Tues. Wed. Thurs. Fri. Sat. Sun.

Inside:

Roof:

Patio(s):

MAXIMUM ALLOWABLE HOURS

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside: 11AM - 2AM M-T HAW - 3AM F-SUN.

Roof:

Patio(s):

2. ~~Seating~~ Seating capacity will not exceed:

Interior tables: 54 Interior bar: 13 Patio(s) N/A Roof: N/A

(Please indicate by floor, if more than one floor will have seating)

or as COO allows (125 CONCENTRATED 20 STANDING 72)
UNCONCENTRATED 20

3. ~~Noise/Music/Dancing~~ Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. *PM*
There shall be no music played on the roof. (WINDOWS IN LOUNGE AREA LEADING TO STREET MAY REMAIN OPEN UNTIL MIDNIGHT)

4. ~~Trash/garbage/rodents~~ Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. *df*
Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. ~~Exterior including public space~~ (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. ~~Items specific to establishment:~~

HUSHI BAR WILL LIMIT THE SERVING OF FOOD + ALCOHOL TO THE SQUARE FOOTAGE ALLOWED IN THEIR CERTIFICATE OF OCCUPANCY.

7. Bar/Pub Crawls: Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration: Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

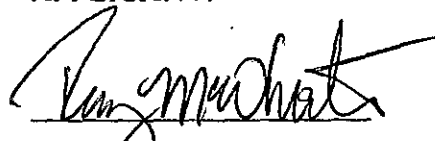
9. Modification: This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC-1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations: In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protest: Protestant agree to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order ~~renewing~~ the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

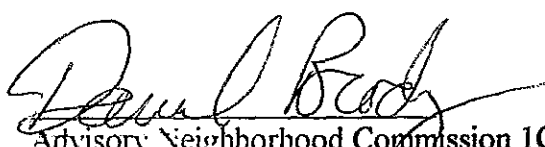
GRANTING

APPLICANT:



By: RANDY D. MCWHORTER
PRES. AURORA BEER, Inc.

PROTESTANT:



Advisory Neighborhood Commission 1C
 By: DANIEL R. BRODY
ANCIC ABC CHAIR